

**SIKKIM**



**GOVERNMENT**

**GAZETTE**

**EXTRAORDINARY  
PUBLISHED BY AUTHORITY**

**Gangtok**

**Saturday 28<sup>th</sup> July, 2018**

**No. 376**

**GOVERNMENT OF SIKKIM  
DEPARTMENT OF FOREST, ENVIRONMENT & WILDLIFE MANAGEMENT  
GANGTOK**

**NOTIFICATION**

**NO.GOS/FEWMD/PR.SECY-cum-PCCF/74(i)**

**DATED: 20.7.2018**

**WHEREAS**, in pursuance to the notification GOS/FEWMD/Pr. Secy-cum-PCCF/193 dated 8/2/2018 relating to Quality Control Laboratory of Forest, Environment and Wildlife Management Department, Government of Sikkim, the State Government is hereby pleased to notify the 'Guidelines for Purchase of all items related to QCL, FEWMD, GOS and Research related thereto';

**AND WHEREAS**, the 'Guidelines for Purchase of all items related to QCL, FEWMD, GOS and Research related thereto' shall be applicable from the date of its publication in official Gazette.

**Dr. Thomas Chandy, I.F.S  
Principal Secretary-cum-Principal Chief Conservator of Forest  
Forest, Environment and Wildlife Management Department  
Government of Sikkim**

## **GUIDELINES FOR PURCHASE OF ALL ITEMS RELATED TO QCL, FEWMD, GOS AND RESEARCH RELATED THERETO**

All procurement of the QCL, FEWMD, GOS and research related thereto shall be based on the terms and conditions of the guidelines for qualitative management. Supply order shall be as prescribed at appended FORM I.

### **1. Definitions:**

- (a) **"Central Government"** means the Government of India;
- (b) **"Committee"** means Procurement Committee or a committee as notified or empanelled by a competent authority;
- (c) **"Company"** means a party that provides the quotation during Request for Quotation Or tender;
- (d) **"Competent authority"** means the Head of the Department, Forest, Environment and Wildlife Management Department, Government of Sikkim;
- (e) **"ETA"** means Expected time of arrival;
- (f) **"ETD"** means Expected time of delivery;
- (g) **"FEWMD"** means Forest, Environment and Wildlife Management Department;
- (h) **"F.O.R"** means Freight on Road where good mentioned in the invoice will be transmitted from the supplier to the designated location without any transportation charges;
- (i) **"GOS"** means the Government of Sikkim;
- (j) **"Guidelines of Purchase"** means the present document for the procurement of materials for QCL, FEWMD, GOS and research matter related thereto;
- (k) **"Head of the Department"** means the Principal Secretary –cum –PCCF, Forest, Environment And Wildlife Management Department, Government Of Sikkim;
- (l) **"Items/Materials"** means any Chemicals/ equipments/accessories/ such items related to the QCL, FEWMD, GOS and its research;
- (m) **"Notification"** means the Sikkim Government Gazette or notification of the department;
- (n) **"Purchase committee"** means a committee constituted with the approval of competent authority for purchasing of products / items / materials;
- (o) **"Purchase order"** means formal order for the procurement of material/ items/ or such related to QCL and Research;
- (p) **"QCL"** means Quality Control Laboratory;
- (q) **"Quotation"** means document provided by the supplier with prescribed rates of the products;
- (r) **"Rate contract"** means a contract of rate of materials/ items provided by the vendor/ supplier for supplying materials/ items to QCL, FEWMD, GOS;
- (s) **"RFQ"** means request for quotation;

- (viii) Quotations to be handed / delivered in the quotation box, kept in the designated place. Quotations received after the due date and time shall not be considered under any circumstances.
- (ix) Furnishing of related documents like detailed specifications, technical literature, brand name, model and make, catalogue, authorization letter, dealership Certificate, Manufacturing Company registration certificate, product certification, pricelist(if any) etc. are mandatory. Dealership certificate/ Agency Certificate for the manufacturer/ manufacturing firm should be enclosed if the rates are quoted by the Dealers/ Agents.
- (x) The quotation should have detailed original printed technical literature and photographs of items (photocopy will not be considered), specification and make quoted in the tender/ RFQ, specification given in the offer must match to the printed technical literature otherwise the offers shall be rejected. The preference will be given to (a) Manufacturers, (b) Authorized Reseller of overseas manufacturers, (c) Authorized Dealers of manufacturers and (d) Authorized suppliers.
- (xi) Up-to-date sales tax certificate, tax clearance, valid registration certificate are mandatory.
- (xii) Other relevant technical documents/ specifications in favour / claim/ support of equipments / machines/ chemicals/ accessories, if any, may be submitted as additional documents with the technical bid.
- (xiii) Provide all Makes and Models / Series of the equipments alongwith technical specifications as deemed fit for the Quality Control Laboratory, FEWMD, GOS.
- (xiv) The State or Centre Government may provide any such Certificate/s for exemption under the prescribed provision, if required. Any exemption under the purview of rules or notification of State and Centre Governments is applicable, and in such case, the party shall claim the prices as per the financial rules of the Government.
- (xv) Manufacturer's Authorization is compulsory.
- (xvi) Clients list of Company/Dealer and total experiences in the field should be enclosed.
- (xvii) Documents in support to reveal capacity to provide service after sale-like detailed Blodata of service Engineers, Names and address of service engineers/ representative/Co-agencies for local and outstations maintenance.
- (xviii) In case if the proper comparison is not possible, the committee reserves the right to finalize the item, or if valid, comparison is possible among the available price bids for that equipment/instrument, the committee reserves the right to finalize the item/ items. Therefore, the technical and price bids for the equipments/instruments of all makes are also invited subject to fulfilling the requirement of Quality Control Laboratory.
- (xix) The quantity mentioned is subject to the variation according to actual requirement of this department. The quantity may vary in case of competitive market rates. The right to enhance or reduce the quantity of any quoted item and right to accept/reject whole or part of any quotation, without assigning any reason, whatsoever, is reserved by this department. The decision of the department will be final and it shall be binding.
- (xx) On acceptance of the rates as per the approved quotation and after completing necessary official formalities, the firm will be informed about the acceptance of quotation.
- (xxi) As soon as the firm delivers the quotation as mentioned above, it shall be binding on and shall not be able to withdraw or amend the offer.

- (t) **"State Government"** means the Government Of Sikkim;
- (u) **"Tender"** means formal document provided for the procurement of materials;
- (v) **"Supplier "** means a party having a supply order after completing the RFQ or tender process of the department as per norms;
- (w) **"Supply order "** means a formal order for the procurement of material/ items/ or such related to QCL and Research;
- (x) **"Vendor "** means a party that provides the quotation during RFQ or tender.

**2. FOLLOWING TERMS AND CONDITONS SHALL BE APPLICABLE DURING THE PROCUREMENT OF ANY MATERIAL/S OR ITEMS IN THE QCL, FEWMD, GOS**

**2 . (1). INVITING QUOTATION AND SUCH RELATED ACTIVITIES**

- (i) Sealed quotations are invited from manufacturers/authorized dealers of manufacturers/ authorized suppliers/dealers who are willing to undertake supply of equipments and miscellaneous items as per the mentioned items. Quotation may be obtained through RFQ or tender as deemed fit. Quotation received late in person/by post will not be considered/ entertained.
- (ii) The rates, both in words and figures without any corrections or overwriting should be quoted for each individual item, separately.
- (iii) Validity of Rate Contract: The rate contract will be valid up to given timeframe.
- (iv) The firm should submit the proposals in two parts:-
  - (a) Technical part (Bid I)
  - (b) Financial part ( BID II)
  - (v) Technical part should contain all such details.
    - Composition of Technical part-
      - (a) Profile and Track Record of the company;
      - (b) Document in support for Number of years in Instruments/ equipments manufacturing / supply;
      - (c) Document in support of last supply orders;
      - (d) Document related to date of manufacture and date of expiry, purity, tolerance etc.
- (vi) Financial part should contain the financial bid inclusive of all admissible taxes, duties and levies, installation charges, freight charges, Taxes, VAT etc., as may be applicable etc. The quoted rates should be F.O.R basis up to QCL, FEWMD, Forest Secretariat, Deorali for particular items. The Financial Bid should consist of the rate, the detailed break –ups etc. Non- compliance of this shall lead to non-consideration of the Bid. The rates must be valid for at least for the duration of rate of contract from the date of quotation.
- (vii) These two parts (Bid I and Bid II) should be submitted in separate sealed envelopes. Both envelopes should then be sealed in a third envelope superscribed as "TITLE OF THE RFQ/ TENDER" with Manufacturer's Authorization and addressed to the designated authority as notified or approved.

- (xxii) The Department reserves the right to obtain the articles by negotiations from one or more of the supplier/s, if in case the rates, quality, make, specification or other terms and conditions etc of vendors are not found suitable as required.
- (xxiii) The department shall ask the firm to deposit the amount fixed by competent authority or 3% of the total cost of the supplying material ordered at the time of final order as the security deposit through demand draft in favor of the QCL, FEWMD, SBI, DEORALI, GANGTOK within specified time from the date of issue of letter of acceptance.
- (xxiv) Firm should provide certificate, self attested or affidavit, that, the company or sister company is not black listed in any Department or Institute in India & also mentioned that the company is not having any criminal case before any court in any of the institute in any matter & owners or partners/directors has never being legally prosecuted in any criminal dispute with any Government Department.
- (xxv) User list and detail contact address should be attached.
- (xxvi) In case of successful firm, the department for fulfillment of terms and conditions shall retain the amount of deposit or any such amount deposited by the firm as security deposit. The department will not make any payment towards interest on such deposits.
- (xxvii) Quotation may enclose published report of comparative study of quoted items, which will give additional weightage to quoted price.
- (xxviii) Any supply of materials through the State Agency shall be governed as per the notification or such rules of the State Government.
- (xxix) The State Government may issue notification or such order from time to time as applicable to expedite the action or remove such difficulty.
- (xxx) The State Government may issue notification or such order from time to time as applicable to add or delete the terms and conditions and such other clause as deemed fit to QCL, FEWMD, GOS.
- (xxxi) After the acceptance of the Quotation, the supplier or vendor may submit all relevant documents to complete the process. Such documents are: (1) Agreement, (2) authorization letter, (3) documents related to operate business, (4) security deposit (if any), (5) export and import license (if required), (6) delivery extended time, (7) delivery extended arrival, (8) training schedule (9) details of service engineer with phone number etc.
- (xxxii) On receipt of Undertaking with sign and seal, the office may submit for the approval of competent authority and, if agreed, may issue the Supply Order.
- (xxxiii) Supplier/ Vendor should submit the undertaking / declaration that the Supplier/ Vendor is known and shall abide by all laid down terms and conditions as prescribed in the guidelines.
- (xxxiv) The department may invite any such quotations or request for quotation by appropriate means and the purchase committee may recommend as deemed think fit for the QCL and research related to. On the recommendation of the purchase committee, the items shall be procured.

2. (2). (A) BINDING ON THE SUPPLY ORDER

- (i) The department also reserves the right to accept or reject the supplies in full or in part which do not strictly stick up to the specifications or to accept the material/articles supplied with slight variations in specifications or with a condition that the rates accepted shall be reduced at such rates as the competent authority of the department may deem fit, looking to the variations and that such rates shall be binding on. Renewal of Supply Order subjected to the approval of the competent authority.
- (ii) All payments shall be made through the financial rules of the State Government.
- (iii) All supplies should be based on the supply order. No other supply shall be entertained and shall be permissible to claim for the consideration. **ALL SUCH CLAIMS WITHOUT SUPPLY ORDER SHALL BE NULL AND VOID.**
- (iv) The Buyer shall not be responsible for payment of transit insurance charges and any such extra charges.
- (v) ETA ( expected time of arrival) should be provided during the submission of Undertaking to the Forest, Environment and Wildlife Management Department, Government of Sikkim, if in case, unavailable, the supplier order shall be revoked.
- (vi) ETD (expected time of departure should be provided during the submission of Undertaking to the Forest, Environment and Wildlife Management Department, Government of Sikkim, if in case, unavailable, the supplier order shall be revoked.
- (vii) Payment shall be made on actual delivery in good condition and successful installation and demonstration (which should be free of cost and must be completed before payment).
- (viii) Price declared during the quotation shall be final and no further changes of any charges are entertained.
- (ix) Price should be inclusive of all. Once price declared is final.
- (x) Supplier/ Vendor should submit the undertaking / declaration signed by the authorized person that Supplier/ Vendor is known to all laid down terms and conditions and shall abide all given terms and conditions.
- (xi) Photo copy of PAN No. issued by Income – Tax Department, Photocopy TAX registration etc. (if not applicable submit the relevant document) to the designated office before obtaining the purchase order or supply order else the supply order is null and void.
- (xii) Up to date tax clearance/s, valid registration certificate are mandatory.
- (xiii) On receipt of Undertaking with sign and seal, the office may issue the Supply Order. If it is without undertaking the supply order shall be considered null and void.
- (xiv) All firms should mandatorily give their current, PAN Card No., IFSC code, TDS and other Bank A/C details to enable the designated office for releasing the dues with appropriate means or any forward to the concerned authority for necessary action.
- (xv) The State or Centre Government shall provide any such Certificate/s for exemption under the rules, if required. Any exemption under the preview of rules of State and Centre Governments shall be applicable, and in such case, the party shall claim the prices as per the financial rules of the Government.

- (xvi) Delivery Challan should be provided with following documents, namely:- bill of entry, GST/ IGST , INTER STATE TAXES( if any) service report, Warranty document, bill of lading, sealed and signed documents of state entry, seal document of entry at FEWMD, GOS.
- (xvii) Any claims before the delivery of the materials or any such items related to QCL, FEWMD, GOS shall not be entertained. Such claim/s is/ are null and void.
- (xviii) Any incomplete supply shall not be considered as the completion of supply or deemed acceptance or service delivered unless all requisites are completed in accordance to the Supply Order, and so claim shall not be entertained. This non-compliance may revoke the supply order.
- (xix) Simply storing the materials at the premises of office shall not be considered as delivered. As the subject is technical, the party should obtain the permission to deliver the product through the proper channel. Non-compliance to the terms and conditions may revoke the supply order, and all such loss shall not be borne by the State Government.
- (xx) All calibration of equipments and such items are mandatory and the user may ask for such other certificate that is subjected to the documentation. Factory production certificate and calibration certificate are must.
- (xxi) Certificate of purity and such other documents of standard or certified reference should provide and if found any such error or discrepancies, the consignment may be replaced immediately, else the supply order will be revoked.
- (xxii) If the supplier fails to supply the materials on stipulated timeframe, the competent authority or procurement committee may renew subject to the valid reason, if found satisfactory reasons else the supply order shall be revoked.
- (xxiii) In case if the proper supply is not possible, the committee reserves the right to finalize the item, or if valid comparison is possible among the available price bids for that equipment/instrument/ accessories/ chemicals, the committee reserves the right to finalize the item/ items subject to fulfilling the requirement of Quality Control Laboratory.
- (xxiv) Installation and successful demonstration of equipment in the department are compulsory.
- (xxv) Support to reveal capacity to provide service after sale-like detailed Biodata of service Engineers, Names and address of service engineers/ representative/Co-agencies for local and outstations maintenance should be provided.
- (xxvi) The supplier will have to supply, in full the articles as per the order till date of validity of rates as mentioned. Any delay that let to the increase in prices, the state government shall not be liable to pay the amount.
- (xxvii) The department for fulfillment of terms and conditions shall retain the amount of deposit or any such amount deposited by the firm as security deposit. The department will not make any payment towards interest on such deposits.
- (xxviii) Final payment of instrument or such other will be made only after installation and successful demonstration of the equipment/ accessories / items/ such items, as per the supply order, at the department in two trenches/ installments. 80% of payment after installation and successful demonstration of the equipment and 20% after the completion of 6 (six) months with report or production of successful completion report.



- (xxix) The credit bill should be presented in triplicate in the name of respective authority as quoted in final supply order. For any delay in payment (interest or any other kind of compensation) the department will not make any extra payments. The supply order will be governed as per terms and conditions mentioned above.
- (xxx) Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and performance or non-observance or non-acceptance of these terms and conditions by the suppliers shall constitute breach of contract and the security deposit or any other deposit of the suppliers shall be forfeited by the department .
- (xxxi) Any dispute shall be settled in accordance to the terms and conditions of FEWMD, GOS. The decision of the Head of the department is final and binding on the Suppliers.
- (xxxii) Any supply material shall be verified by the committee or such committee or purchase committee as notified or empanelled members by the competent authority or designated authority who may sign the delivery challan during the inspection as produced by the supplier subject to all complete successful demonstration of supplied materials and may include comments related to for the completion of successful supply else assigning reason, the designated committee or authority may withhold the delivery challan until all complete supply as per the supply order found correct.
- (xxxiii) The Selected firm must complete the supply/ installation/ demonstration within fifteen days or given timeframe from the date of the supply order due to time factor or the said order shall be treated as cancelled and no further correspondence will be entertained.
- (xxxiv) Any items that are used for the demonstration by the supplier or left at the site during the process of installation is solely in the risk of the supplier, and the department shall not be responsible for the items and no claims shall be entertained.
- (xxxv) Certificate of Sole Manufacturers/Authorized Reseller/Dealer of overseas companies / Authorized Dealer of manufacturers/Authorized Service Centre of the manufacturers/ Authorized supplier for laboratory equipments is compulsory.
- (xxxvi) The supplier will have to supply, in full the articles as per the order till date of validity of rates as mentioned.
- (xxxvii) Any incomplete supply shall not be considered as the completion of supply and so claim shall not be entertained.
- (xxxviii) If the laboratory equipments are not provided within stipulated time limits, deduction @ 1% of the total cost of order value per week for extra time taken and will be deducted from the bill.  
  
Subjected to the approval of competent authority to continue with same supply order or reconsider.
- (xxxix) If the successful supplier fails to comply with the supply order within the specified period or only part supply is made, the competent authority shall direct to arrange through any other supplier or agency at risk, cost and expenses of the said supplier, who shall have to bear and pay all additional expenditure incurred by the department in that behalf.
- (xl) Department reserves the rights to accept or reject – higher version of equipment/ instrument etc or any other items under the same terms and conditions and same price quoted by supplier.



- (xli) The completion report of any given task as per the supply order is mandatory.
- (xlii) The supplier should supply the material during the working hour. No material shall be kept or entertained during holiday.
- (xliii) Any supplied material is found detrimental to the aims and objectives for which it is made for, the competent authority may initiate such action as appropriate to remove difficulty.
- (xliv) Procurement can also perform through the state agencies as per the notification of the State Government.
- (xlv) For any contract or supply, the State Agency should sign undertaking with the supplier or vendor according to the specification mentioned in quotation or tender documents and prescribed terms and conditions. If not, it is non-compliance to the terms and conditions of FEWMD, GOS.
- (xlii) The State Government may add or delete any such clause by issuing order or notification or approval of competent authority in the manual as well as in the guidelines of the matter of QCL and research related to.
- (xlvii) The department reserves the right to accept or reject all / any offer without assigning any reason or split the order in more than one parties.
- (xlviii) Any dispute arising out of the contract will fall under jurisdiction of Gangtok court only.
- (xlix) Supply order shall be as prescribed at FORM I.

## **2. (3). Terms of Delivery:**

- (a) Rates shall be quoted and delivery made F.O.R destination. Further for imported items, custom clearance agent charges shall have to be borne by the suppliers; freight to be paid up to consignees destination.
- (b) Supplies shall be covered by insurance.
- (c) No advance payment will be made.
- (d) The installation of the equipment, whenever required, shall be at the risk and responsibility of the supplier.
- (e) Any damage caused by the supplier during the installation, the supplier should replace with new sets.
- (f) If any equipment or apparatus supplied is found to have any manufacturing defect and/ or bad workmanship, the equipment shall be replaced at the sole risk and responsibility of the supplier.
- (g) Increase in prices during the rate contract period shall not be considered, thus will not affect the agreement.
- (h) Any supply, if found incomplete, the committee may ask any such details as it deemed fit, and to submit the report to the competent authority.
- (i) The supply order is treated as cancelled if, the vendor or party or supplier declared or use or sign with any such wrong information of the department to any authority of State and Central Government or any such designated authority. The decision of the head of Department shall be final.

- (j) The bill or any such claim of QCL or research, FEWMD, GOS, should be reached through the proper channel. No bill shall be entertained directly and any bill which is not presented through proper channel shall be considered as null and void.
- (k) The vendor or party or supplier or authorized person must be present during the inspection of supply materials else, in the absence of vendor, such supply shall be treated as undelivered and 'content unknown'.
- (l) The committee is empowered to inspect in absence of vendor subject to the urgency of matter. On the basis of report of committee, the decision of head of department shall be final.
- (m) Any goods or items should be recorded in the entry register and stock book of QCL, FEWMD, GOS else delivery challan cannot be submitted.
- (n) All items or procurement shall be through the proper process driven mechanism and meet all requirement of taxation, national and international bill of entries.
- (o) Materials cannot be considered as supply of material as per the supply order or purchase order unless it is verified by the competent authority or such committees to whom the task or function is assigned to.
- (p) Any authorized person of vendor or manufacturer is fully responsible for the supplied material. Therefore, all terms and conditions shall be applicable to the authorizing company or firms or the office of business related to.

**2. (4). Warranty, Maintenance Contract and Performance Security**

- (a) The equipment shall be covered by a warranty period of 3 (three) years from the date of its satisfactory installation at consignees' place. During the period of warranty, the supplier will provide free servicing and repairs to the equipment. This includes the transportation expenditure incurred for such repairs.
- (b) Extended warranty/ comprehensive warranty/ maintenance contract shall be provided by the successful bidder upto seven years with detail breakup.
- (c) Performance Security or bond shall be signed and the earnest money deposited at the time of tender or such process may be adjusted towards or alternatively, the bidder, taking the earnest money deposit back, may deposit a fresh performance security. The security amount, in no case, shall be less than earnest money.

**2. (5). Penalty:**

- (a) In case the firm fails to supply the equipment / apparatus etc. as per the supply order, make/specification and within the stipulated period, the competent authority of the department will be at liberty to forfeit the deposit and such other deposit, and impose any other penalty, as may be deemed fit in case of such eventuality.

**2. (6). SUPPLY ORDER MAY BE REVOKED IN THE FOLLOWING CONDITIONS:-**

- (a). Any non-compliance to the terms and condition of guidelines of QCL, FEWMD may revoke the supply order.
- (b). If supplier fails to supply the materials within the stipulated time without any information.
- (c). Any supply of materials that exceed the date of expiry.

- (d). Any misleading information in the name of or to the Department in regard to the supply of products.
- (e). Wrong declaration about the company and its enclosed information.
- (f). Any incorrect supply can be rejected during the procurement and the supply order may be revoked immediately.
- (g). The supply of inferior quality of material may revoke the supply order.
- (h). If claims of false bills by the vendor found, the supply order may be revoked.

## **2. (7). BLACKLIST**

- (a) Any Non- compliance that is detrimental to the department and to the objectives of the QCL, FEWMD, GOS.
- (b) On the basis of report of committee, the department may initiate the action as deemed fit.
- (c) Any blacklisted vendor may not be able to supply the items to the department till further order, and may be circulated to the competent authority for the information.
- (d) Once blacklisted, vendor shall be debarred from any participation of tender or supply to the department.



GOVERNMENT OF SIKKIM  
FOREST, ENVIRONMENT AND WILDLIFE MANAGEMENT DEPARTMENT  
QUALITY CONTROL LABORATORY  
DEORALI, GANGTOK

(See NOTIFICATION GOS/FEWMD/Pr. Secy-cum-PCCF/74(i) dated 20.7.2018 ,  
GUIDELINES OF PURCHASE OF ALL ITEMS RELATED TO QCL, FEWMD, GOS AND  
RESEARCH RELATED THERETO. )

Ref No.....

Date :.....

**FORM I**

TO					<b>ORDER NO:</b> <b>DATE:</b> Ship to: QUALITY CONTROL LABORATORY FOREST, ENVIRONMENT AND WILDLIFE MANAGEMENT DEPARTMENT GOVERNMENT OF SIKKIM DEORALI, GANGTOK			
Sr. No	Item Name	Specification/ Make	Pack	Code	Qty	Brand	Discount if any	Amount
<b>ALL TERMS AND CONDITIONS OF NOTIFICATION</b> VIDE NO.GOS/FEWMD/PR.SECY-cum-PCCF/74(I) DATED 20.7.18 APPLY								
DELIVERY DATE AND TIME : ..... SUPPLY ORDER VALID UPTO : .....						Amount Tax Round off Net amount		
RECEIVED ON:								
NO BILL CAN BE PLACED WITHOUT VALID UNDERMENTIONED DOCUMENTS. <b>Billed to :</b> QCL, FEWMD, GOS Necessary documents to submit and process are namely:- 1. Delivery Challan 2. Bill of entry, 3. Bill of lading 4. Tax clearance 5. Warranty paper 6. Completion report and status of committee					QCL Forest, Environment and Wildlife Management Department, Government of Sikkim			

## DEED OF AGREEMENT

The Deed of AGREEMENT is made on this ..... day of ..... Two Thousand and .....(2018) at Gangtok, East Sikkim.

### BETWEEN

The Governor of Sikkim through the Principal Secretary-cum-PCCF ,Forest, Environment and Wildlife Management Department, Government of Sikkim herein after referred to as the "**First Party**", (which expression shall unless excluded by or repugnant to the context so admitted means and is deemed to include his successors, executors, administrators , agents and assignees) of the FIRST PART

### AND

....., herein after referred to as the '**Second Party**' (which expression shall unless excluded by or repugnant to the context mean and include his executors, administrators, assigns or agents) of the second Part.

**WHEREAS**, the second party has approached the First Party to get empanelled for infrastructure development or .....under the Department of Forest, Environment and Wildlife Management, Government of Sikkim.

### AND

**WHEREAS**, the First Party has agreed to empanel the second party under the Department of Forest, Environment and Wildlife Management, Government of Sikkim as per the details shown hereunder.

**NOW THEREFORE**, it is hereby agreed by and between the parties hereto as under:-

#### A. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The supplier or vendor shall abide by all 'Terms and Conditions' of the QCL, Forest, Environment and Wildlife Management Department, Government of Sikkim, as per the guidelines notified vide GOS/FEWMD/PR.SECY-cum-PCCF/74(i) DATED: 20.7.2018
2. All records and reports related to the supply shall be maintained and shall be shown and furnished as and when required by the QCL, Forest, Environment and Wildlife Management Department, Government of Sikkim or its authorized representatives.
3. The supplier or vendor shall immediately refund any such amount to the concerned authority disbursed to it for the supply, if it is found unutilized.
4. Supply order does not create any liability, explicit or implicit to the Forest, Environment and Wildlife Management Department, Government of Sikkim.
5. No such certificate or such documents issued to the supplier or vendor during the process of procurement of items such as exemption certificate, custom clearance certificate, declaration of any material of the department at custom or such related offices shall be considered as orders.
6. Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and performance or non-observance or non-acceptance

of these terms and conditions by the suppliers, the department shall constitute breach of contract and the security deposit or any other deposit of the suppliers shall be forfeited.

7. The department also reserves the right to accept or reject the supplies in full or in part which do not strictly stick up to the specifications or to accept the material/articles supplied with slight variations in specifications or with a condition that the rates accepted shall be reduced at such rates as the competent authority of the department may deem fit, looking to the variations and that such rates shall be binding on.
8. ETD (Expected time of departure) and ETA (Expected time of arrival) should be provided during the submission of tender document or quotation to the Forest, Environment and Wildlife Management Department, Government of Sikkim.

#### **B. COMMENCEMENT OF AGREEMENT**

This agreement shall commence from the date of signing of agreement by and between the parties.

#### **C. DURATION OF THE CONTRACTUAL AGREEMENT:**

This agreement shall be valid for a period of .....years only and shall be subject to renewal on mutually acceptable terms and conditions by way of fresh agreement.

#### **D. TERMINATION OF AGREEMENT:**

1. Agreement between the parties may be terminated by either party giving the other a written notice of not less than 30 (thirty) days, should either party fail substantially to perform his part of responsibilities / duties.
2. When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the second party, the second party shall be entitled, subject to the terms and conditions and the successful completion report, upto the stage of performance as approved and accepted by the first party.
3. In the event of dissatisfaction and incompetency and closing of its business on the part of the second party, the first party shall have every right to cancel the agreement with the second party and employ another vendor to complete the work and payment to the vendor as per the present agreement which shall be made upto the stage of performance as approved and accepted by the first party after deduction have been made upto the amount of damages.

#### **E. JURISDICTION**

All disagreements and disputes that arise with respect to the interpretation of the agreement or the agreements which cannot be mutually decided upon, shall be referred to and decided by the appropriate court of law (both Civil and Criminal) having jurisdiction within the state of Sikkim. The jurisdiction of any disputes shall be at Gangtok, East Sikkim.

"That notwithstanding anything contained in this Deed of Agreement, the first party shall have every right and authority to rescind or cancel the contract or terminate the contractual period before the expiry of the present terms and conditions in the interest of the department and in the interest of public during the sustenance of the contractual period without assigning any reasons or whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have set and subscribed their respective hand and seals on the day, months and year first herein above written.

Date:.....

WITNESS: (First Party)  
(For and on behalf of the Governor of Sikkim)

1.  
2. (Second Party)  
(Name and Designation of the Person)